

REMARKS

Applicants respectfully request reconsideration of the present U.S. Patent application.

Claims 1, 3-6, 8-14, 16-22 and 24 stand rejected under 35 U.S.C. § 103. Claims 1, 10, 17 and 24 have been amended. No claims have been added or canceled. Therefore, claims 1, 3-6, 8-14, 16-22, 24 and 25 remain pending.

Claim Rejections - 35 U.S.C. § 103Rejections of Claims 1, 3-6, 8-14, 16-22 and 24 based on *Misra* in view of *Ginter* and *Pallakoff*

Claims 1, 3-6, 8-14, 16-22 and 24 were rejected under 35 U.S.C. § 103 as being unpatentable over U.S. Patent No. 6,189,146 issued to Misra et al. (*Misra*) in view of U.S. Patent No. 5,892,900 issued Ginter et al. (*Ginter*) and U.S. Patent No. 6,269,343 issued to Pallakoff (*Pallakoff*). For at least the reasons set forth below, Applicants submit that claims 1, 3-6, 8-14, 16-22 and 24 are not rendered obvious by *Misra* in view of *Ginter* and *Pallakoff*.

Amended claim 1 recites the following:

a purchase generator to generate a purchase price for the electronic product based, at least in part, on the new discount step and the purchase history, update the volume licensing agreement to reflect the new discount step and the generated purchase price, display the generated purchase price and transact a purchase of the electronic product in response to a user request to approve the purchase, and update the purchase history to reflect the purchase;...

Amended claim 10 is drawn to method and recites a similar limitation. Amended claim 17 is drawn to a computer-implemented method, and recites a similar limitation.

Misra discloses a software licensing system that includes a license generator located at a licensing clearinghouse, and at least one license server and multiple clients located at a company or entity. See Fig. 1 and col. 2, lines 21-24. In response to a request to purchase a license pack, the license generator creates the license pack, which contains one or more software licenses. See col. 2, lines 32-36; col. 6, line 50 – col. 7, line 1. The license generator sends the license pack to the license server, and the license server distributes the license pack to individual clients. See

col. 2, lines 52-54; col. 8, lines 35-38; col. 9, lines 29-36. *Misra* does not disclose a purchase generator to update the volume licensing agreement to reflect a new discount step and a generated purchase price.

Applicants agree with the Examiner that *Misra* does not teach or suggest a rules engine containing a set of rules for determining a discount step for the product in accordance with the volume licensing agreement; a pricing generator to calculate a purchase price for the product in accordance with the discount step and a purchase history, wherein the pricing generator determines whether the discount step is current and, if the discount step is not current, determines a new discount step and updates the purchase price; or a purchase generator to display a purchase price and transact a purchase of the product in response to a user request. See Office Action, page 4. However, Examiner contends that *Pallakoff* and *Ginter* disclose these limitations. See Office Action, page 4.

Pallakoff discloses a marketing method and system that aggregates demand and provides demand-based pricing, in which prices go down as the volume of units sold goes up. See col. 1, lines 53-55; col. 2, lines 27-28. If a number of demands for a product reaches a maximum limit, or if the number of demands exceeds a threshold amount by the end of a predetermined time period, a final price is determined based on predetermined prices associated with demand thresholds. See col. 8, lines 5-32. *Pallakoff* does not disclose a purchase generator to update a volume licensing agreement to reflect a new discount step and a generated purchase price. Thus, *Pallakoff* fails to cure the deficiencies of *Misra* identified by the Applicants. Consequently, regardless of whether Examiner's characterization of *Pallakoff* is correct, the combination of *Misra* and *Pallakoff* does not disclose at least one limitation of claims 1, 10 and 17.

Ginter discloses a virtual distribution environment (VDE), wherein a licensing history is metered, so that a content provider can charge fees based on the total number of different

properties licensed from the provider. See col. 20, lines 39-43. *Ginter* also discloses maintaining a usage history, for licensing or purchase discounts based on historical use. See col. 24, lines 9-18 and 24-31; col. 151, lines 53-57; col. 154, lines 5-11. *Ginter* does not disclose purchase generator to update the volume licensing agreement to reflect a new discount step and a generated purchase price. Thus, *Ginter* fails to cure the deficiencies of *Misra* and *Pallakoff* identified by the Applicants. Consequently, regardless of whether Examiner's characterization of *Ginter* is correct, the combination of *Misra*, *Pallakoff* and *Ginter* fails to disclose at least one limitation of claims 1, 10 and 17.

Therefore, the combination of *Misra*, *Pallakoff* and *Ginter* fails to teach or suggest at least one limitation of claims 1, 10 and 17. Consequently, claims 1, 10 and 17 are not rendered obvious by *Misra* in view of *Pallakoff* and *Ginter* for at least the reasons set forth above. Applicant therefore respectfully requests that the Examiner withdraw the rejection of claims 1, 10 and 17 under 35 U.S.C. § 103.

Claims 3-6, 8-9 and 25 depend from claim 1. Claims 11-14 and 16 depend from claim 10. Claims 18-22 and 24 depend from claim 17. Because dependent claims include the limitations of the claims from which they depend, Applicants submit that claims 3-6, 8-9, 11-14, 16, 18-22, 24 and 25 are not rendered obvious by *Misra* in view of *Ginter* and *Pallakoff* for at least the reasons set forth above.

Examiner asserts that Applicant is providing a mechanical or automatic means to replace a manual activity that has accomplished the same result, which involves routine skill in the art according to *In re Venner*, 120 USPQ 192. See Office Action, page 7. Applicant respectfully points out that in *Venner*, all limitations in the claims were disclosed in the applied references. See *Venner*, 120 USPQ at 194. With regard to the present patent application, however, the Examiner has cited references that fail to disclose at least one limitation of claims 1, 10 and 17.

For example, as explained above, Examiner has not cited a reference that discloses purchase generator to update the volume licensing agreement to reflect a new discount step and a generated purchase price.


CONCLUSION

For at least the foregoing reasons, Applicants submit that the rejections have been overcome. Therefore, claims 1, 3-6, 8-14, 16-22, 24 and 25 are in condition for allowance and such action is respectfully solicited. The Examiner is respectfully requested to contact the undersigned by telephone if such contact would further the examination of the present application.

Please charge any shortages and credit any overcharges to our Deposit Account number 02-2666.

Respectfully submitted,
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